

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: January 12, 2010

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

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CHARLES G. CASE, II
U.S. Bankruptcy Judge

Mark S. Bosco
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Attorneys for Movant

09-31032/0174740308

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Jorge Cristobal and Carmen R. Cristobal
Debtors.

Wells Fargo Bank, N.A.
Movant,
vs.

Jorge Cristobal and Carmen R. Cristobal, Debtors,
David M. Reaves, Trustee.

Respondents.

No. 2:09-bk-28081-CGC

Chapter 7

ORDER

(Related to Docket #19)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated January 29, 2008 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Jorge
4 Cristobal and Carmen R. Cristobal have an interest in, further described as:

5 Lot 61, of FESTIVAL FOOTHILLS-PHASE I, according to the plat of record in the Office of the
6 County Recorder of Maricopa County, Arizona, recorded in Book 879 of Maps, Page 40 and
7 Affidavit(s) of Correction recorded as 2006-1613079 of Official Records and as 2007-0352592 of
8 Official Records.

9 Except all minerals, oil, gas and geothermal resources as reserved by the United States of America
10 in Patent to said land recorded as 85-411086 of Official Records.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.

18 DATED this ____ day of _____, 2010.

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20 _____
21 JUDGE OF THE U.S. BANKRUPTCY COURT
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